ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Recreation Services** Council Meeting Date: **9/8/2016**

Department Contact: **Amy Wilson** Phone # **256-564-8024**

Contract or Agreement: **Lease Agreement Between the City of Huntsville and The Motorsport Lab, Inc.**

Document Name: **Lease Agreement Between the City of Huntsville and The Motorsport Lab, Inc.**

City Obligation Amount: **N/A**

Total Project Budget: **N/A**

Uncommitted Account Balance: **N/A**

Account Number: **N/A**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

Not Applicable	**Grant Name:**

Department	Signature	Date
1) Originating		8/30/16
2) Legal	Mary C Cates	8/30/16
3) Finance		9-1-16
4) Originating		9-1-16
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Sep 8, 2016

Action Requested By: Parks and Recreation

Agenda Type: Resolution

Subject Matter:

Lease Agreement between the City of Huntsville and The Motorsport Lab, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and the Motorsport Lab, Inc.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Lease Agreement between the City of Huntsville and The Motorsport Lab, Inc. to stage an event known as the "Education Car Control Clinic" at a portion of Joe Davis Stadium.

Associated Cost: N/A

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____

Date: 8/30/16

RESOLUTION NO. 16-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement with The Motorsport Lab, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Lease Agreement between the City of Huntsville and The Motorsport Lab, Inc.", consisting of eight (8) pages, and the date of September 8, 2016, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 8th day of September, 2016.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 8th day of September, 2016.

Mayor of the City of
Huntsville, Alabama

LEASE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND
THE MOTORSPORT LAB, INC.

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into on the __8th___ day of _September___, 2016, by and between the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "Lessor," and The Motorsport Lab, Inc., a Massachusetts corporation, hereinafter referred to as "Lessee".

Lessor hereby agrees to lease unto Lessee for that period beginning at 8:00 o'clock a.m. through and including 10:00 o'clock p.m. on Saturday, October 15, 2016, those premises owned by Lessor, which are indicated in the outlined area of the map attached hereto as Exhibit "A", hereinafter referred to as the "Premises" (and being a portion of Joe Davis Stadium) which is made a part of this lease agreement as if fully set out herein. Such lease is according to the following terms and conditions:

1. *Use of premises; timing.*

(a) Lessee agrees that the Premises shall be used for an event called the "Education Car Control Clinic" (the "Event"), during the period specified in this Agreement, and for no other purpose.

2. *Security; access.*

(a) Lessee shall be responsible for the provision of security within the Premises during the period of the Agreement; provided, however, nothing herein shall be construed to limit or prevent any law enforcement officer or other official from entering upon the Premises to perform any law enforcement function or otherwise administer or enforce any federal, state or local law.

(b) At its sole costs and expense, Lessee shall provide adequate security for the Event, including a sufficient security detail, as approved by the Huntsville Police Department. Lessee agrees that, at any time, the Huntsville Police Department's Incident Commander assigned to the Event may require that the event be canceled, the conduct of the event modified, or prescribe such other measures that might be necessary in the event of inclement weather conditions, security issues, threats to the health or safety of the sponsors or attendees of the Event or to the general public, or otherwise for public convenience or safety.

(c) To the extent the Event is conducted outside the Premises on property owned by or leased to others, nothing herein shall be construed to limit or prevent any law enforcement officer or other official from entering upon said property to perform any law enforcement function or otherwise administer or enforce any federal, state or local law.

_____
President, Huntsville City Council
Date: _____

3. *Fencing*

Lessee shall be permitted to erect a fence around the perimeter of the Premises (for any area where no fence is currently erected) provided no holes are drilled in any existing concrete, asphalt, brick or other impervious surface and further provided that the fence is not anchored in concrete or any other permanent material.

4. *Alcoholic beverages.*

Lessee shall not serve alcoholic beverages at the Event, nor shall it allow alcoholic beverages to be brought into the Event. Lessee shall post signage stating that no alcoholic beverages may be brought into the Event.

5. *Conditions of Lessee's use of the Premises.*

(a) Lessee agrees to comply with all ordinances, laws, rules and regulations pertaining to the use of the Premises and shall not use the Premises in an unlawful manner nor create or allow to exist any nuisances or trespass nor deface or damage the Premises.

(b) Lessee shall obtain and maintain all licenses and permits and pay all fees necessary or required to hold the event. Lessor may require Lessee to provide proof of proper permitting or licensure prior to or during the Event.

(c) Lessee shall be responsible for providing adequate security lighting for the Premises during the Event.

(d) In the event Lessee installs a stage or other performance area upon the Premises, Lessee shall abide by all applicable laws for said installation including any applicable building, fire and electrical codes, and in no event shall any holes be drilled in any existing concrete, asphalt, brick or other impervious surface Any such stage, tent or other temporary structure erected for the Event shall not be anchored in concrete or any other permanent material, or otherwise deface or damage any portion of the Premises.

(e) Lessee shall, at all times, maintain handicap access throughout the Premises. Lessee shall maintain the Premises in such a way so as to meet the Americans with Disabilities Act (ADA) standards for accessibility.

(f) Lessee agrees to provide for and pay all costs and expenses associated with clean-up of, and damage to, Lessor's property, both within and outside of the Premises which relate to the Lessee's use of the Premises. The Premises shall be cleaned and restored entirely by Lessee within forty-eight (48) hours of the end of the Event, to the sole satisfaction of Lessor, except as provided otherwise herein.

(g) Electricity: No electricity will be provided by Lessor. Lessee must provide generators for electricity as needed.

(h) Restrooms: Lessee shall provide all necessary Port-O-Lets as recommended by industry standards for the projected attendance to the Event and shall assist with placement of the port-o-lets in an area designated by the Lessor. Lessee shall cause port-o-lets to be removed no later than 12:00 p.m. on Monday, October 17.

(i) Vendors: Lessee shall require all food, drink, and arts and crafts vendors to obtain all necessary city license and Health Department food permits. Lessee shall provide proof of all license and food permits to Lessor.

(j) Trash: Lessee shall provide such additional trash containers above the number provided by the Lessor as may be necessary to accommodate the volume of trash generated by the Event. Lessee must pick up all ground trash and empty all trash containers by 10:00 o'clock p.m. on the day of the Event. All additional large dumpsters must be emptied and removed by Wednesday following the Event. Lessee shall dispose of, or cause to be disposed of, all trash in trash containers (barrels and dumpster) owned by Lessor on Monday, October 17 at 12:00 o'clock p.m.

(k) Clean Up: Lessee is responsible for all clean up of the leased premises and any cost associated with clean up.

(l) Admission: Lessee shall provide adequate personnel to collect all admission fees and staff all entrance and exit gates. Lessee shall be solely responsible for collection of all fees.

(m) To the extent the Event is conducted on property outside the Premises on property owned by or leased to others, Lessee shall be solely responsible for obtaining the right to conduct the Event on said property and nothing herein shall be construed to provide Lessee any interest in such property.

(n) Lessee may not assign its interest in this Lease without the express written consent of the Lessor.

6. *Lessor's obligations.*

Parking: All Event parking shall be restricted to the Joe Davis Stadium footprint.

7. *Indemnification; non-liability.* Lessee shall indemnify and hold harmless and does hereby agree to indemnify and hold harmless the City of Huntsville, its officials, officers, employees, agents, contractors and volunteers performing an authorized city function, (hereinafter referred to as "indemnitees") from and against any and all claims, liability, loss, judgments, suits, penalties, costs, expenses and damages aforesaid (including but not limited to reasonable attorneys' fees and expenses and court costs and fees). Lessee's duty to indemnify shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of the indemnitees. Lessee's duties hereunder shall survive the termination or expiration of this Agreement.

Nothing contained in this section 7 shall be construed as a waiver of any immunity of statutory protection of the City of Huntsville, Alabama, and no third party may expand any recovery against the City due to Lessee's duty of indemnification.

8. *Insurance.* Lessee shall obtain and maintain in effect throughout the term of this agreement, bodily injury and property damage liability insurance, written on an occurrence basis, covering the Premises in a minimum amount of ONE MILLION DOLLARS ($1,000,000.00) for the injury to or death of any one person and TWO MILLION DOLLARS ($2,000,000.00) for the injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of ONE MILLION DOLLARS ($1,000,000.00). Such insurance shall specifically insure Lessee against all liability assumed by it hereunder as well as liability imposed by law. The City of Huntsville, its officers, employees, agents, contractors and specified volunteers are to be covered as Additional Insureds. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, agents, contractors or specified volunteers except it shall be limited except in the case of the indemnitee or indemnitees sole negligence. Additional Insured status shall be through ISO Additional Endorsement CG 2011 01 96 or equivalent that is sufficient to provide coverage as per this Agreement. Such policy of insurance shall be issued by a company authorized to engage in the insurance business in the state of Alabama and shall be approved by the City Attorney of the City of Huntsville prior to Lessee entering upon the Leased Premises upon the terms of this agreement.

9. *Rent.* Lessee agrees to pay Lessor the standard rate of $700.00 per day for the one-day rental of the Premises. The total amount of rental is $700.00. Lessee shall pay the full rental amount prior to beginning setup for the Event.

10. *Non-compliance.* In the event of any breach of any condition or term of this Agreement, the City may cancel the Event and terminate this Agreement at any time. Huntsville Police Department, Huntsville Fire and Rescue or any other official of the city of Huntsville acting within the line and scope of his/her authority may take any action they deem necessary in order to protect the public health or safety, to prevent damage or destruction to public or private property, or to enforce applicable laws.

11. *Miscellaneous.*

(a) This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement, together with all exhibits, constitutes the entire agreement between the parties and shall be interpreted under and according to the Laws of the State of Alabama. Venue to enforce any term of this Agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division. This Agreement shall be binding upon and inure to the benefit of Lessee, its successors and permitted assigns, and Lessor, its successors and assigns.

(b) Lessee shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of Lessor upon one or more occasions to insist upon or to seek compliance with any such terms or conditions, nor shall such failure on the part of Lessor be

construed or held to be a waiver of Lessor's rights thereafter to strictly enforce any provision of this Agreement.

(c) The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the intent or scope of this Agreement.

(d) If, for any reason, any agreement(s), provision(s), or term(s) of this Agreement should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed herefrom as though the same was never a part hereof; provided, however, the remainder of this Agreement shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

(e) *Conjunctions*. In a provision involving two or more items, conditions, provisions or events, which items, conditions, provisions or events are connected by the conjunction "and," "or" or "either . . . or," the conjunction shall be interpreted as follows:

(1) "And" indicates that all the connected terms, conditions, provisions or events apply.

(2) "Or" indicates that the connected terms, conditions, provisions or events apply singly or in any combination.

(3) "Either . . . or" indicates that the connected terms, conditions, provisions or events apply singly but not in combination.

(f) *"Includes"*. The term "includes" or "including" does not limit a term to a specified example.

IN WITNESS WHEREOF, the parties have hereunto entered into this agreement on the day first above written.

LESSOR:
CITY OF HUTNSVILLE, ALABAMA

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Charles E. Hagood
Its: City Clerk-Treasurer

LESSEE:
THE MOTORSPORT LAB, INC.

By: _____
Its: Sales & Marketing Director

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that TOMMY BATTLE and KENNETH BENION, whose names as Mayor and City Clerk-Treasurer of the City of Huntsville, a municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same with full authority for and as the act of said corporation as of the day the same bears day.

GIVEN under my hand and official seal this the _____ day of _____, 2016.

_____
Notary Public
My Commission Expires: _____

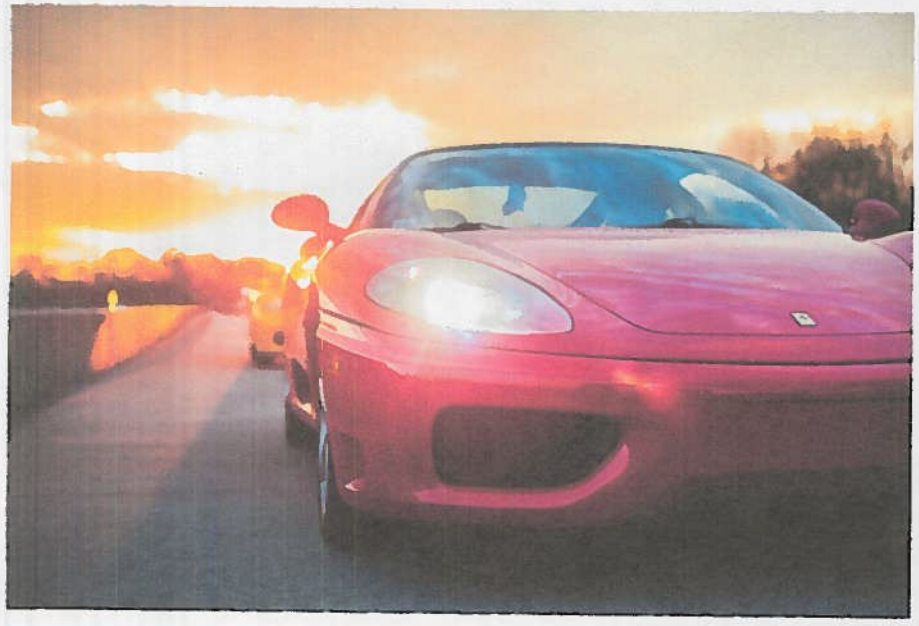
STATE OF Mass)
)
COUNTY OF NORFOLK)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Jenelle M Zorman whose name as Sales & Marketing Director of The Motorsport Lab, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, ~~he~~, she in his capacity as such Director, executed the same with full authority for and as the act of said limited liability company as of the day the same bears day.

GIVEN under my hand and official seal this the 24th day of August, 2016.

Rekha Chugh
Notary Public
My Commission Expires: 05/08/2020

REKHA CHUGH
Notary Public, Commonwealth of Massachusetts
My Commission Expires May 8, 2020



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Parking for Participants
Viewing Area
Registration
Staging
Course
Safety Perimeter
Stantions and/or Caution tape on Outer barrier